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Attorneys for Plaintiffs Atateks Foreign Trade LTD, Jordan
And Atateks Dis Ticaret A.S.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

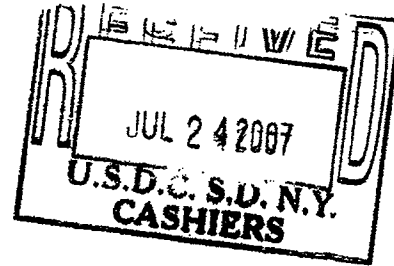
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ATATEKS FOREIGN TRADE LTD, JORDAN
AND ATATEKS DIS TICARET A.S.,

Plaintiffs,

-against-

PRIVATE LABEL SOURCING, LLC
AND SECOND SKIN, LLC,

Defendants.
----- X



JUDGE BAER

07 CIV 6665

2007 Civ.

COMPLAINT

As and for its complaint in this action, plaintiffs Atateks Foreign Trade LTD,
Jordan and Atateks Dis Ticaret A.S. (collectively "Atateks"), by and through their attorneys,
allege as follows:

1. This is an action on a contract and for account stated to recover invoiced,
but unpaid, amounts for certain women's apparel. The women's apparel was manufactured by
plaintiffs for defendants. The goods have been shipped, delivered and accepted without
objection by defendants.

Parties

2. Plaintiff Atateks Foreign Trade LTD, Jordan is a manufacturer of
women's apparel whose principal place of business is at Industrial Building V, Altajamouat

Industrial City, Q.I.Z., P.O. Box 42, Amman 11636 Jordan. Plaintiff Atateks Dis Ticaret A.S. is a manufacturer of women's apparel whose principal place of business is at Cam Sokak No. 26 Merter, Istanbul, Turkey.

3. Defendant Private Label Sourcing, LLC ("Private Label") is, on information and belief, a limited liability company organized under the laws of Delaware. Private Label also does business under the name Second Skin, LLC.

4. Defendant Second Skin, LLC ("Second Skin") is, on information and belief, a limited liability company organized under the laws of New Jersey and registered to do business in New York. Upon information and belief, Second Skin's principal place of business in New York is at 597 Broadway, 2R, New York, New York 10012. Private Label and Second Skin purchase women's apparel for resale to Target and other retail outlets.

Jurisdiction and Venue

5. Jurisdiction lies in this Court under 28 U.S.C. § 1332 by reason of the diversity of jurisdiction among the parties. The amount in controversy is in excess of \$75,000.

6. Venue is proper in this district under 28 U.S.C. § 1391 inasmuch as the cause of action arises here.

Factual Background

7. In or around 2002, Atateks entered into a contract with Private Label for the sale to Private Label of certain women's apparel to be manufactured by Atateks.

8. The contract provided for the periodic shipment of goods from Atateks to Private Label and the periodic payment for such goods by Private Label.

9. In or around November 2006, Private Label paid one installment, but otherwise failed to make full payment for the goods it received and accepted without objection.

These goods are now in the hands of Private Label or Second Skin or, on information and belief, they have been sold on to defendants' retail customers.

10. Since its first default in or around November 2006, Private Label has failed to honor its payment obligations under the contract on numerous occasions, despite Atateks's extension of multiple credit lines, flexibility with respect to payments and accommodations with respect to collateral and scheduling.

Private Label's Failure to Pay

11. As discussed above, Private Label has defaulted on its payment obligations under the contract with Atateks. Notwithstanding Atateks's fabrication and shipment of the women's apparel to Private Label, duly invoiced, received and accepted by Private Label without objection, Private Label has failed to honor its payment obligations.

12. Private Label and Second Skin remain indebted to Atateks in the amount of \$2,328,693.00, together with interest and the costs of collection and related amounts.

First Cause of Action
(Breach of Contract)

13. By reason of the foregoing, Private Label has breached its contract with Atateks by failing to pay the agreed upon price for the women's apparel supplied by Atateks.

14. As a result of the breaches, Atateks has been damaged in the amount of \$2,328,693.00, together with interest and the costs of collection and related amounts, for which Private Label and Second Skin are liable to Atateks.

Second Cause of Action
(Account Stated)

15. In accordance with the parties' contract terms, Atateks from time to time issued invoices to Private Label reflecting amounts due and accrued on the fabrication of women's apparel contracted by Private Label. These invoices reflected the full and true amount

of these transactions and were received, accepted and retained without objection by Private Label, which made partial but not full payment.

16. As a result, an account has been stated between plaintiffs and Private Label which has a balance of \$2,328,693.00, together with interest and the costs of collection and related amounts, owing to plaintiffs. Private Label has not asserted any defenses to this account stated. Private Label is liable to plaintiffs for the full amount.


WHEREFORE, plaintiffs demand judgment against defendants as follows:

On the First Cause of Action against Private Label and/or Second Skin in the amount of \$2,328,693.00, together with interest and the costs of collection and related amounts.

On the Second Cause of Action against Private Label in the amount of \$2,328,693.00, together with interest and the costs of collection and related amounts.

Dated: New York, New York
July 24, 2007

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